



OFFICE OF THE GENERAL COUNSEL

Council of the District of Columbia  
1350 Pennsylvania Avenue NW, Suite 4  
Washington, DC 20004  
(202) 724-8026

January 29, 2013

VIA EMAIL

Tom MacWright  
[tom@macwright.org](mailto:tom@macwright.org)

RE: Council FOIA Matter 2013-004

Dear Mr. MacWright:

This letter is in response to your Freedom of Information Act request to the Council of the District of Columbia for a copy of the Council's contract with Westlaw for calendar years 2001 through 2012.

The requested record is attached. Redactions were made in accordance with D.C. Official Code § 2-534(a)(2), where the release of information to the public does not outweigh the personal privacy interest of an individual and where disclosure of the information would inhibit the public from reporting illegal activity or filing complaints. Based on this exemption, the names, home telephone numbers, addresses, and email addresses of individuals that fall within those categories have been redacted.

If you are dissatisfied with the determinations set forth in this letter, you may file a civil action in the Superior Court of the District of Columbia pursuant to D.C. Official Code § 2-537(a-1).

Please don't hesitate to contact me at 202.724.8026 or [vzvenyach@dccouncil.us](mailto:vzvenyach@dccouncil.us) if you have any questions or concerns about this matter.

Regards,

/s/ V. David Zvenyach

V. David Zvenyach  
General Counsel

**A. PARTIES TO THIS CONTRACT**

- A.1** This contract is entered into between West Group, a Minnesota Corporation ("Contractor"), and the Council of the District of Columbia ("Council").

**B. SERVICES**

- B.1** The contractor shall prepare, print, and bind the 2001 Edition of the District of Columbia Code ("2001 Edition" or "D.C. Code") under the direction of the Codification Counsel, Office of the General Counsel, Council of the District of Columbia. For the purposes of this paragraph, "2001 Edition of the District of Columbia Code" means the new, complete, updated, recodification of the 1981 Edition of the District of Columbia Code, annual cumulative pocket parts supplements, annual cumulative pamphlet supplements, replacement indexes, and periodic replacement volumes.
- B.2** The contractor shall ship the 2001 Edition to the offices listed in section K (Delivery) and to individual purchasers.
- B.3** The contractor shall also codify the District of Columbia Superior Court Rules and District of Columbia Court of Appeals Rules.

**C. COST TO THE COUNCIL**

- C.1** The Council agrees to receive 510 sets of the 2001 Edition in Fiscal Year 2001 at no cost.
- C.2** The Council agrees to purchase 510 annual pocket parts supplements and annual pamphlet supplements in Fiscal Year 2002 at a cost of \$ 357,000 payable in Fiscal Year 2002, as soon as funds are available. Thereafter, the Council agrees to purchase 510 annual pocket parts supplements at an annual cost of \$63,750 (\$125/set for 510 sets), payable in the fiscal year for which the Council takes delivery, as soon as funds are available.
- C.3** The Council agrees to purchase 510 annual pamphlet supplements at an annual cost of \$ 38,250 (\$75/set for 510 sets).
- C.4** All costs to the Council under this section (C. Sales to the Council) shall include shipping costs, delivery and unloading, with all charges prepaid, exclusive of all taxes.

**C.5** For Fiscal Year 2002, the annual upkeep and supplementation costs to the Council referenced in this section (C. Sales to the Council), shall be reduced as the subscriber base to the 2001 Edition increases. The rate of reduction shall be as follows:

**C.5.1** When the subscriber base reaches 1800, the costs to the Council shall be reduced by 25%.

**C.5.2** When the subscriber base reaches 1900, the costs to the Council shall be reduced by 50%.

**C.5.3** When the subscriber base reaches 2000, the costs to the Council shall be reduced by 100%.

**C.6** Beginning in Fiscal Year 2003, the costs to the Council for the annual pocket parts and pamphlet supplements referenced in this section (C. Sales to the Council), shall be reduced as the subscriber base to the 2001 Edition increases. The rate of reduction shall be as follows:

**C.6.1** When the subscriber base reaches 1100, the costs to the Council shall be reduced by 25%.

**C.6.2** When the subscriber base reaches 1200, the costs to the Council shall be reduced by 50%.

**C.6.3** When the subscriber base reaches 1300, the costs to the Council shall be reduced by 100%.

**C.7** For the purposes of this section (C. Sales to the Council), "subscriber base" means the number of individuals who purchase the recodified 2001 Edition set or the annual pocket part supplement in a given calendar year multiplied by the number of sets purchased by each individual, not including the 510 sets purchased by the Council.

**C.8** For the purposes of verifying the subscriber base number, the Council and the contractor shall provide the names and addresses of the subscribers to the 2001 Edition to the Secretary to the Council at the address indicated in section N.1.1 by February 1 and August 1 of each year. The Codification Counsel shall provide to the contractor the names and addresses of any persons who make known to the Codification Counsel an interest in purchasing the D.C. Code.

**C.9** Replacement volumes to the 2001 Edition shall cost the Council \$37.00 per volume.

**D. SALES TO THE PUBLIC**

**D.1** The contractor agrees to offer the 2001 Edition to the public at a cost of \$600/set. The contractor also agrees to offer the public the opportunity to finance the purchase of the 2001 Edition over 24 months, interest free.

**D.2** Replacement volumes to the 2001 Edition shall cost the public \$37.00 per volume.

**D.3** The contractor agrees to provide annually updated bound soft cover volumes of the District of Columbia Court Rules to the public at a cost of \$45.00.

**D.4** The prices referenced in this section (D. Sales to the Public) may be adjusted by the contractor by ten percent per year without the approval of the Codification Counsel. Adjustments above ten percent shall be made with the approval of the Codification Counsel.

**E. CD-ROM AND 2001 EDITION ONLINE**

**E.1** The contractor agrees to provide the 2001 Edition on CD-rom, or any successor technology, to the Council for use by not more than 40 employees of the Council.

**E.2** The contractor agrees to provide the unannotated 2001 Edition online (on the world-wide web) to the public without charge.

**F. COPYRIGHTS**

**F.1** The 2001 Edition, all cumulative pocket parts and pamphlet supplements to the 2001 Edition, the index, and the replacement volumes to be designated shall indicate the copyright of the District of Columbia over its contents and shall be copyrighted by the contractor in the name of the District of Columbia.

**F.2** The contractor shall have a duty free license, except for the royalties paid pursuant to section H (Electronic Publishing), to use and publish the data as initially recodified in the 2001 Edition and as updates to the 2001 Edition under the provisions of this contract for the term of this contract plus an additional 15 years.

**F.3** Should this contract, or any portion thereof, be declared null and void for any reason other than a material breach by West Group, it is expressly understood by the parties that the license granted under F.2 will survive and continue in favor of West Group for 15 years from the effective date of such declaration. In this event, the parties agree to continue reasonable mutual cooperation to effectuate completion and delivery of the official recodification or any updates thereto.

**G. TERM OF CONTRACT**

**G.1** The term of the contract shall be for a period of ten (10) years from the date of execution, with one additional term of 10 years if mutually agreed upon by the Council and the contractor.

**H. SCOPE OF WORK**

**H.1 PREPARATION OF THE 2001 EDITION OF THE D.C. CODE**

**H.1.1** The contractor shall prepare the text of the 2001 Edition of the D.C. Code, under the direction of the Codification Counsel. The 2001 Edition shall include all the materials currently found in the bound volumes of the 1981 Edition of the D.C. Code (Volumes 1, 2, 2A, 3, 3A, 4, 4A, 5, 5A, 6, 6A, 7, 7A, 8, 9, 10, 11, and 12). Volume 1 of the 1981 Edition contains the history of, and introduction to, the D.C. Code. Volume 11 contains the reference tables. Volume 12 contains the Index.

**H.1.2** The contractor shall prepare an annual codification of the District of Columbia Superior Court Rules and the District of Columbia Court of Appeals Rules, under its own editorial direction for sale to the public.

**H.1.3** The 2001 Edition shall be organized as directed by the Codification Counsel. The publisher shall annotate the 2001 Edition as directed by the Codification Counsel.

**H.1.4** Temporary laws shall not be included in the historic cite lines. Any reference to temporary laws in any cite line in the 1981 Edition of the D.C. Code shall not be included in the 2001 Edition.

**H.1.5** The contractor shall be responsible for editorial work,

composition, consolidation, presswork, preparation of text and notes, and binding. The contractor shall use the layout, style, arrangement, paper, type size, style and area, page trim size, type face, type size of text, notes, catchlines, chapter analysis and running heads, margins of head, foot, back and front, ink, cover, binding, page numbering, tables of contents, section headnotes, running heads, user's guide, telltale grammatical corrections, format, and other specifications used in the publication of the 1981 edition volumes, as amended by these contract specifications.

- H.1.6** The 2001 Edition shall be delivered to the Council pursuant to sections J (Time of Delivery) and K (Delivery) within 160 days of the execution of this contract, or 100 days after the contractor receives the final recodification scheme for the 2001 Edition from the Council, whichever is later. The Codification Counsel will have discretion to alter this delivery requirement to accommodate additional time for the Counsel to review proofs and transmit recodification information to the contractor. Any additional time taken by the Codification Counsel in the review of the proofs (outside of the reasonable time allotted for the review of the proofs within the 160 or 100 days) or additional time taken in the transmission of recodification information to the contractor shall not count against the 160 or 100 day delivery requirement.

**H.2 PREPARATION OF THE 2001 EDITION, CUMULATIVE SUPPLEMENTS, AND REPLACEMENT VOLUMES**

- H.2.1** The contractor shall prepare the text of 1) the annual cumulative pocket parts supplements for all volumes of the D.C. Code; 2) the annual cumulative pamphlet supplement; and 3) the replacement volumes of the D.C. Code. Which volumes of the D.C. Code to be replaced on an annual basis shall be determined by the Codification Counsel in consultation with the contractor. It is anticipated that no replacement volumes will be required before June 2005.
- H.2.2** The contractor shall codify, classify, and merge all laws of the District of Columbia as designated by the Codification Counsel that have been enacted, on second reading, by the Council no less than two months preceding publication; emergency legislation enacted

and reorganization plans approved by the Council no less than two months prior to publication; and all laws of the United States dealing exclusively with the District of Columbia (not including such laws as are of application to the District by reason of being general and permanent laws of the United States) no less than two months prior to publication as designated by the Codification Counsel.

**H.2.3** The contractor shall prepare and update the preface and cover sheet to those volumes of the D.C. Code designated for replacement and for all supplements.

**H.2.4** The contractor shall prepare and update the tables included in Volume 11 of the D.C. Code.

**H.2.5** The contractor shall prepare and update the following items for each statutory provision in the 2001 Edition, cumulative supplements and replacement volumes:

**H.2.5.1** Annotations to court decisions that interpret or involve sections contained in the D.C. Code, including decisions of the Superior Court of the District of Columbia published in the Daily Washington Law Reporter, and decisions reported in the Atlantic Reporter, Second Series; Federal Supplement; Federal Reporter, Third Series; and the Supreme Court Reporter, reported four months preceding publication;

**H.2.5.2** Cross references, at the direction of the Codification Counsel, to related D.C. Code provisions and other sections of the District of Columbia Municipal Regulations, D.C. Code, or U.S. Code that make reference to the subject section;

**H.2.5.3** Citations to prior law which is repealed or amended by the subject section (historical cite lines to repealed law shall remain intact);

**H.2.5.4** Historical annotations which provide the following legislative history of the subject section: D.C. Law No. (not including temporary laws) or Public Law No., and section designation of the organic or amendatory law; D.C. Register cite or Statute-at-Large cite; effective or approval date; and

**H.2.5.5** Synopses of amendments made over the past two

years to the subject section;

- H.2.5.6** Notes referencing to pertinent emergency legislation, Mayor's Orders, and resolutions;
- H.2.5.7** Notes referencing changes in the District of Columbia government structure, as directed by the Codification Counsel;
- H.2.5.8** Annotations to court decisions regarding prior law that was repealed or replaced by the subject section;
- H.2.5.9** Notations, where appropriate, within the historical citation of the subject section denoting that the section amended prior law by either adding a new section or redesignating a section of that law;
- H.2.5.10** Legislative history of law notes (including the legislation's introduction date, committee assignment, Council consideration, act date, and publication cite);
- H.2.5.11** Short titles notes;
- H.2.5.12** Effective date notes;
- H.2.5.13** Implementing regulations notes;
- H.2.5.14** Editor's notes;
- H.2.5.15** Amendment notes;
- H.2.5.16** Applicability date notes;
- H.2.5.17** Sunset provision notes;
- H.2.5.18** Expiration date notes;
- H.2.5.19** Marks of ellipsis in the supplements indicating the relationship of new statutory provisions to the 2001 Edition text; and
- H.2.5.20** Such other notes as are specifically needed, at the direction of the Codification Counsel.
- H.2.6** Temporary laws shall not be included in the historic



cite lines.

- H.2.7** The contractor shall correct and include statutory text, annotations, or other material mistakenly misprinted or omitted from the 2001 Edition of the volumes to be replaced or the cumulative pocket parts or pamphlet supplements.
- H.2.8** The contractor shall be responsible for editorial work, composition, consolidation, presswork, preparation of text and notes, and binding. The contractor shall use the layout, style, arrangement, paper, type size, style and area, page trim size, type face, type size of text, notes, catchlines, chapter analysis and running heads, margins of head, foot, back and front, ink, cover, binding, page numbering, tables of contents, section headnotes, running heads, user's guide, telltale grammatical corrections, format, and other specifications used in the publication of the 2001 Edition.
- H.2.9** The contractor shall be responsible for setting of composition. Type size, grammatical corrections, and format shall be substantially identical to the 2001 Edition and conducive to readability. The contractor shall minimize the bulk within the rear cover of each supplemented volume.
- H.2.10** The contractor shall use 35 pound, by weight, or heavier book publishing grade paper for the cumulative pocket parts supplements.
- H.2.11** Trim size for the supplements shall be 6-1/8" x 9-7/8" and trim size for the bound volumes shall be 6-5/8" x 10".

**H.3 PREPARATION OF THE INDEX**

- H.3.1** The contractor shall prepare a cumulative replacement index which shall be indexed to all the subject matter found in the 2001 Edition including all laws codified in the cumulative pocket parts and pamphlet supplements and the replacement volumes. The contractor shall use 35 pound, by weight, or heavier book publishing grade paper for the replacement index. The contractor shall engage the services of a professional indexer in preparation of the annual index.

#### **H.4 ELECTRONIC PUBLICATION**

- H.4.1** The contractor shall provide the entire 2001 Edition, with annotations, electronically for sale to the public.

#### **H.5 PROOFREADING**

- H.5.1** The contractor shall be held wholly responsible for proofreading the entire 2001 Edition and delivering the finished work completely free of errors. Galley proofs of each cumulative pocket parts supplement and replacement volumes shall be provided to the Codification Counsel for review. The proofs shall be provided in sufficient time for the Codification Counsel to review the initial run (1st run), identify needed corrections, and review the implementations of the corrections (2nd run) to insure that the corrections have been implemented. Errors discovered by the Codification Counsel during the course of this review shall be transmitted to the contractor by telephone, email, in writing, or by fax, 1st class mail, or Federal Express or other express mail delivery.

#### **H.6 ERRATA SHEETS**

- H.6.1** Errata sheets to correct errors in the 2001 Edition, including annual cumulative pocket parts and supplement supplements and replacement volumes shall be prepared and distributed by the contractor in consultation with, and at the direction of, the Codification Counsel. Errata sheets shall be used to correct errors which, in the opinion of the Codification Counsel, may substantially mislead the public.

#### **H.7 QUALIFICATION OF EDITORS**

- H.7.1** Only a person holding a law degree from an ABA accredited law school shall be allowed to serve as an editor of the text for the cumulative pocket parts and pamphlet supplements and the replacement volumes prepared under this contract. The person or persons responsible for editing the D.C. Code shall demonstrate a thorough knowledge of the local legislative process in the nation's capital including the Council's use of emergency, temporary, and permanent legislation, and the roles played by the District of Columbia Financial

Responsibility and Management Assistance Authority and the United States Congress in the District's legislative process.

**H.8 RESPONSIBILITIES OF THE DISTRICT OF COLUMBIA**

**H.8.1** The Codification Counsel shall make the ultimate decisions as to the material to be included in the 2001 Edition, cumulative pocket parts and pamphlet supplements, the replacement volumes, the CD-roms, and any D.C. law codified by the contractor in any form, at any time, during the life of the contract. No material may be published or marketed as District law without the approval of the Codification Counsel.

**H.8.2** The Codification Counsel shall approve the format and wording of notes and annotations.

**H.8.3** The Codification Counsel shall provide the contractor with the following source material:

**H.8.3.1** Electronic copies of pertinent laws and emergency legislation enacted by the Council, cites to pertinent federal laws, cites to pertinent rules that require cross-reference to pertinent sections of the D.C. Code, cites of pertinent Mayor's Orders and resolutions, and cites to pertinent initiatives and reorganization plans;

**H.8.3.2** Legislative history information for pertinent laws and emergency legislation;

**H.8.3.3** Preliminary placement charts for emergency, temporary, and permanent D.C. laws, U.S. public laws, resolutions, D.C. Municipal Regulations, Mayor's Orders, miscellaneous corrections, initiatives, reorganization plans, and rules amending controlled substances schedules; and

**H.8.3.4** Information needed to update the D.C. Laws Not Codified Table.

**H.8.4** The Codification Counsel will provide recodification information and direction regarding the numbering scheme, organization, and modernization of statutory language to the Contractor. Any additional time taken by the Codification Counsel in the review of the proofs

(outside of the reasonable time allotted for the review of the proofs within the 160 or 100 days) or additional time taken in the transmission of recodification information to the contract shall not count against the 160 or 100 day delivery requirement.

## **H.9            MAINTAINING INVENTORY**

- H.9.1**        The contractor shall print as many sets of the 2001 Edition, cumulative pocket parts supplements, cumulative pamphlet supplements, replacement volumes, and replacement index as requested by current and future D.C. Code subscribers and shall maintain sufficient inventory to supply any volume of the 2001 Edition, including the most recent replacement volumes and cumulative pocket parts and pamphlet supplements, for sale as requested by current and future D.C. Code subscribers.
- H.9.2**        The Council shall not be liable for any inventory that is maintained by the contractor during the term of the contract, or any inventory existing upon expiration or termination of the contract. The contractor may agree to sell its existing inventory or such portion of its existing inventory to a successor to this contract upon mutual agreement between the successor and the contractor.

## **H.10          TOLL-FREE ORDERING**

- H.10.1**       The contractor shall provide a toll-free number for subscribers and potential subscribers from anywhere in the continental United States to call for assistance or to place orders.

## **H.11          SUBMISSION OF COMPUTER TAPES AND PROGRAMS TO THE DISTRICT**

- H.11.1**       The contractor, upon completion of the publication requirements of this contract, shall submit to the Council copies of computer tapes containing the complete 2001 Edition data, in either Word, WordPerfect, or HTML format, at the option of the Council.

## **H.12          PACKAGING AND MARKING**

- H.12.1**       The appearance, markings, covers, symbols, and trade

dress of the 2001 Edition shall be determined by the Codification Counsel.

**H.12.2** Of the 510 sets purchased by the Council, the contractor shall mark five hundred-nine (509) sets of the 2001 Edition by stamping with the legend "Property of the District Government" on the outside cover of each volume, replacement index, and replacement volume. One set shall be stamped "President of the United States".

**H.12.3** The replacement volumes shall be marked on the binding with the year of replacement and the words "Replacement", as determined by the Codification Counsel.

## **I. INSPECTION OF SERVICES**

**I.1** Definitions. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

**I.2** The Contractor shall provide and maintain an inspection system acceptable to the Council covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Council during contract performance and for as long afterwards as the contract requires.

**I.3** The Council has the right to inspect and test all services called for by this contract, to the extent practicable at all times and places during the term of the contract. The Council shall perform inspections and tests in a manner that will not unduly delay the work of the contractor.

**I.4** If the Council performs inspections or tests on the premises of the contractor or subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

**I.5** If any of the services do not conform to the contract requirements, the Council may require the contractor to perform these services again in conformity with contract requirements, at no increase in contract amount.

- I.6** When the defects in services cannot be corrected by performance, the Council may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect value of services performed.
- I.7** If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity to contract requirements, the Council may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Council that is directly related to the performance of such services, or (2) terminate the contract for default.

**J. TIME OF PUBLICATION AND DELIVERY ESSENTIAL**

- J.1** Time of publication and delivery is of the essence. The 2001 Edition shall be published and delivered to the Council within 160 days of the execution of this contract, or 100 days after the contractor receives the final recodification scheme for the 2001 Edition from the Council, whichever is later. The Codification Counsel will provide recodification information and direction regarding the numbering scheme, organization, and modernization of statutory language to the Contractor. The Codification Counsel will have discretion to alter this delivery requirement to accommodate additional time for the Counsel to review proofs and transmit recodification information to the contractor. Any additional time taken by the Codification Counsel in the review of the proofs (outside of the reasonable time allotted for the review of the proofs within the 160 or 100 days) or additional time taken in the transmission of recodification information to the contractor shall not count against the 160 or 100 day delivery requirement.
- J.2** Publication and delivery of the first cumulative pamphlet shall be within eight months following the original delivery of the 2001 Edition. The contractor shall publish and deliver the cumulative pocket parts supplements and any replacement volumes to the 2001 Edition by June 15th of each year beginning with June 15, 2002. Subsequent publications and deliveries of the cumulative pamphlet supplements shall be made by February 1st of each year, beginning with February 1, 2003.

**K. DELIVERY**

- K.1** Five hundred-ten (510) sets of the 2001 Edition, the

cumulative pocket parts and pamphlet supplements, the replacement volumes and the replacement indexes shall be packaged in sets and delivered as follows:

1. **230 sets:**

Office of the General Counsel  
Council of the District of Columbia  
441 4th Street, N.W.  
Washington, DC 20001  
ATTN: Ben Bryant, Codification Counsel  
Telephone: (202) 724-8026

2. **110 sets to:**

District of Columbia Courts  
500 Indiana Avenue, N.W.  
Room 1500  
Washington, DC 20001  
ATTN: Anne B. Wicks  
Acting Executive Officer  
Telephone: (202) 879-1700

3. **27 sets to:**

Martin Luther King Memorial Library  
901 G Street, N.W.  
Room 434  
Washington, DC 20001  
ATTN: Dennis Davis  
Telephone: (202) 727-1031

4. **143 sets to:**

Corporation Counsel Law Library  
441 4th Street, N.W.  
Level C-1  
Washington, DC 20001  
ATTN: Annie Meglis  
Telephone: (202) 727-6274

**L. PAYMENT**

**L.1** The Council shall pay the Contractor upon receipt and

approval of the required services specified herein by the Council, at any time within the fiscal year for which the services were received, as soon as funds are available.

**M. DELIVERY RECEIPTS AND INVOICES**

- M.1** Upon completion of all deliveries, signed and dated delivery receipts and invoices shall be sent to:

Council of the District of Columbia  
Accounting Unit  
441 4th Street, N.W.  
Suite 716B  
Washington, DC 20001  
Telephone: (202) 724-8095

- M.2** The contractor shall submit final invoices no later than thirty (30) days after expiration of the contract.

**N. CONTRACTING OFFICER/CONTRACT ADMINISTRATION**

**N.1 CONTRACTING OFFICER**

- N.1.1** The Secretary to the Council is the only Council official authorized to contractually bind the Council through signing contract documents. All correspondence to the Secretary to the Council shall be forwarded to:

Secretary to the Council  
441 4th Street, N.W., - Suite 716  
Washington, DC 20001  
Telephone Number: (202) 724-8080

- N.1.2** The Codification Counsel is responsible for the day-to-day monitoring and supervision of the contract. All correspondence to the Codification Counsel shall be forwarded to:

Codification Counsel  
Office of the General Counsel  
441 4th Street, N.W.  
Suite 711  
Washington, DC 20001  
Telephone: (202) 724-8026

**N.2. AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

- N.2.1** The Codification Counsel will have the responsibility



of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed, that the Codification Counsel shall not have the authority to make changes in the scope or terms and conditions of the contract.

- N.2.2** ABSENT THE REQUISITE AUTHORITY OF THE CODIFICATION COUNSEL TO MAKE ANY CHANGES TO THIS CONTRACT, THE CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE SECRETARY TO THE COUNCIL, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COUNCIL, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

**O. DISCLOSURE OF INFORMATION**

- O.1** No information regarding the Contractor's performance of the contract shall be disclosed to anyone other than District Government officials unless written approval is obtained in advance from the Secretary to the Council.

**P. TIME**

- P.1** Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

**Q. SUBCONTRACTS**

- Q.1** None of the contractor's work or services hereunder may be subcontracted by the contractor to any subcontractor without the prior, written consent of the Codification Counsel. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Council shall have the right to review and approve prior to its execution to the contractor. Any such subcontract shall specify that the contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the Council, the contractor shall remain liable to the Council for all contractor's work and services required hereunder.

**R. EXAMINATION OF BOOKS AND RECORDS**

- R.1** The Secretary to the Council, the Inspector General of the District of Columbia, and the D.C. Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions related to the contract.

**S. RECORD KEEPING**

- S.1** The contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The contractor's records shall be subject to periodic audit by the District government.

**T. RIGHTS IN DATA**

**T.1 Definitions**

- T.1.1** "Data", as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- T.2** All data first produced in the performance of this contract shall be copyrighted by the Council. The contractor hereby acknowledges that all data produced by the contractor for the Council under this contract are works made for hire and are copyrighted by the Council; but, to the extent any such data may not, by operation of law, be works made for hire, The contractor hereby transfers and assigns to the Council the ownership of copyright in such works, whether published or unpublished. The contractor agrees to give the Council all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights.
- T.3** The contractor shall indemnify and save and hold harmless the Council, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data

furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**T.4** Nothing contained in this clause shall imply a license to the Council under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Council under any patent.

**T.5** Paragraph T.3 above shall not be applicable to material furnished to the contractor by the Council and incorporated in the work furnished under contract, provided that such incorporated material is identified by the contractor at the time of delivery of such work.

**U. LACK OF APPROPRIATED FUNDS**

**U.1** The performance of this contract is contingent on congressional appropriations.

**V. TERMINATION FOR DEFAULT**

**V.1** The Council may, subject to the provisions of this section, by written notice of default to the contractor, terminate the whole or any part of this agreement if the contractor fails to deliver any documents, goods, information, or supplies required under this agreement or to perform the

services required under this agreement within the time specified herein or any extension thereof.

**V.2** If this contract is terminated pursuant to this section, the Council, in addition to any other rights provided in this section, may require the contractor to transfer title and deliver to the Council, in the manner and to the extent directed by the Contracting Officer, all data, documentation, and other information as the contractor has produced or acquired or obtained for the performance of this agreement; and the contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the contractor in which the Council has an interest. Payment for completed deliverables accepted by the Council shall be at the agreement price. The Council may withhold from amounts otherwise due the contractor such sum as the Contracting Officer determines to be necessary to protect the Council or the District against loss because of default, outstanding damages the District may incur, or outstanding liens or claims of former lien holders.

- V.3** If after notice of termination of this contract pursuant to this section, it is determined for any reason that the contractor was not in default under the provisions of this section, the rights and obligations of the parties shall be determined as if the notice of termination had been issued pursuant to section w (Termination for the Convenience of the Council).
- V.4** The rights and remedies of the Council under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**W. TERMINATION FOR THE CONVENIENCE OF THE COUNCIL**

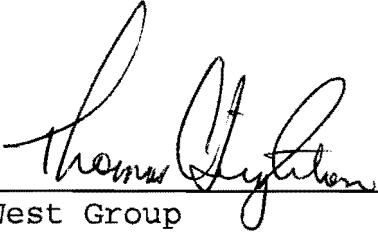
- W.1** The Council may terminate performance of work under this agreement in whole or in part if it determines that termination is in the Council's best interest, however, the Council will not exercise this provision during the first ten years of the contract term. Termination shall be effected by delivering a Notice of Termination to the contractor. In the event of termination, the Contractor shall be paid for work satisfactorily performed, but no payment shall be made for work not performed.

**X. INSURANCE**

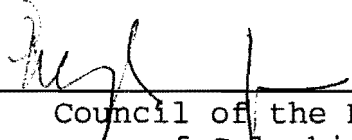
- X.1** The contractor, at its own expense shall secure and maintain during the term of the contract and any renewal thereof, comprehensive general liability insurance as set forth below. A certificate of each insurance coverage shall be furnished the Council before commencing service hereunder. Coverage shall be as follows:
- X.1.1** Bodily Injury and Property Damage - \$2,000,000 in the aggregate;
- X.1.2** Errors and Omissions - \$1,000,000 in the aggregate per occurrence; and
- X.1.3** Products/Completed Operations - \$1,000,000 in the aggregate.
- X.2** All insurance provided by the contractor as required by this section shall set forth the Council as an additional insured. An original copy of the insurance certificate shall be delivered to the Council's Contracting Officer upon request by the Council. The policies of insurance shall provide for at least thirty (30) days written notice to the

Council prior to their termination or material alteration.

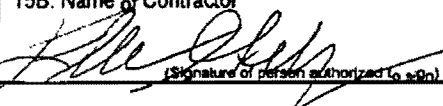
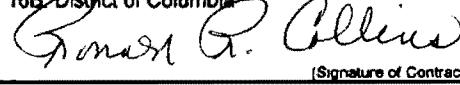
- x.3** On an annual basis the contractor shall furnish the Contracting Officer an updated copy of the insurance policy.

  
\_\_\_\_\_  
West Group

1/5/01  
Date

  
\_\_\_\_\_  
Council of the District  
of Columbia

12-22-00  
Date

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>				1. Contract Number		Page of Pages	
						1   1	
2. Amendment/Modification Number <b>M0001</b>		3. Effective Date <b>12/23/2010</b>		4. Requisition/Purchase Request No.		5. Solicitation Caption Publication of DC Official Code and Replacement Volumes	
6. Issued by: Council of the District of Columbia Office of the Secretary 1350 Pennsylvania Ave, N.W., Suite 5 Washington, DC 20004				7. Administered by (If other than line 6) Council of the District of Columbia Office of the Secretary 1350 Pennsylvania Ave, N.W., Suite 5 Washington, DC 20004			
8. Name and Address of Contractor (No. street, city, county, state and zip code)  West, a Thomson-Reuters Business 610 Opperman Drive Eagan, MN 551223 Attn: Alex W. Medrano Contracts Counsel				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No.  DCAB-2011-C-00FP			
Code		DUNS: 14-850-8286		TIN		FEIN: <span style="background-color: black; color: black;">XXXXXXXXXX</span> 8973	
				10B. Dated (See Item 13) 12/23/2010			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered contract is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offeror's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required) <i>To be cited on individual orders issued on behalf of participating agencies</i>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT, IT MODIFIES THE CONTRACT. AS DESCRIBED IN ITEM 14</b>							
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Section 3603 The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of							
X C. This supplemental agreement is entered into pursuant to authority of: Contracting Officer							
D. Other (Specify type of modification and authority)							
<b>E. IMPORTANT: Contractor is required to sign this document.</b>							
14. Description of Amendment/Modification  The subject contract is hereby extended from January 01, 2011 to December 31, 2012  Delete on page 15 Address Sections: M.1, N.1.1 and N.1.2 Insert on page 15, Council of the District of Columbia, 1350 Pennsylvania Avenue, NW, Suite 5 Washington, DC 20004  Secretary to the Council, 1350 Pennsylvania Avenue, NW, Suite 5, Washington, DC 20004, (202)724-8080  Codification Council, Office of the General Counsel, 1350 Pennsylvania Ave, N.W. Suite 711 Washington, D.C., 20004, Telephone (202) 724-8026							
15A. Name and Title of Signer (Type or print) Ellen Gillespie, Director of Contract Management				16A. Name of Contracting Officer Ronald R. Collins			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
 (Signature of person authorized to sign)		12/23/10		 (Signature of Contracting Officer)		12/23/10	